

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com



May 24, 2024

VIA E-Mail

Mrs. Rachel Keith, Airport Manager
City of Foley
407 East Laurel Avenue
Foley, AL 36530

Contract No. 1059400.00

Professional Services Related to Engineering,
Consulting, and Construction Inspection Services
at Foley Municipal Airport
Foley, Alabama

RE: Supplemental Agreement No. 08

Dear Mrs. Keith:

Attached please find one (1) digital copy of the Supplemental Agreement **No. 08** for the above-referenced Contract No. for Professional Services between the City of Foley and Volkert, Inc. This Supplemental Agreement is for professional services for the following project:

SITE DEVELOPMENT FOR TERMINAL BUILDING

This project, the associated agreement, and our relationship will be governed by the conditions set forth in the above-referenced Contract No. for Professional Services between the City of Foley and Volkert, Inc. This Supplemental Agreement has been reviewed by the Alabama Department of Transportation (ALDOT) for audit accuracy and acceptable overhead and labor rates (*see attached letter*). ALDOT also performed an evaluation of the submitted tasks and associated man-hours. Below is a summary of the fees associated with this proposal that include ALDOT's Audited rates:

BASIC SERVICES		
Task No.	Service Description	Total Cost
1	Total Preliminary Design Phase	\$2,728.06
2	Total Design Phase	\$44,346.75
3	Total Construction Admin. Phase	\$16,070.19
Total Basic Services		\$63,145.00
SPECIAL SERVICES		
Task No.	Service Description	Total Cost
4	Total Survey Phase	\$6,761.18
5	Total CE&I Services	\$40,857.38
6	Total CMT Services	\$21,000.00
7	Total Soil Investigation Services	\$4,725.00
8	Total DBE Plan Services	\$7,350.00
9	Total FAA Documentation	\$11,391.51
Total Special Services		\$92,085.07
TOTAL ENGINEERING COST		\$155,230.07

A Century of Integrity in Infrastructure

If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate the City's acceptance of the proposal, scope of work, and method of compensation by signing in the appropriate space provided on page 3 of the Supplemental Agreement No. 08. Upon execution, please return an executed copy to my attention.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,
VOLKERT, INC.



Jordan Stringfellow, P.E.
Assistant Vice President

Attachments



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

John R. Cooper
Transportation Director

January 3, 2024

To: Frank Farmer
Aeronautics Bureau Chief

Attn: Taylor Janney


From: Bureau of Finance and Audit, External Audit Section


Subject: Volkert, Inc. & the City of Foley--
Foley Municipal Airport
Project: Site Development for Terminal Building
(Supplemental Agreement No.8)
Report No. M24-ADR-10

The above noted report is attached for your records. If applicable, please forward copies to the consultant and appropriate regions/bureaus.

The attached information represents an analysis of Volkert, Inc. & the City of Foley for the Foley Municipal Airport proposal. Also included is the required Agreement Approval Form.

Respectfully,


Prepared by: Dedrick McDade
External Auditor


Reviewed and Submitted by: Rosie Fagg
External Audit Manager


Approved by: John Whiteside
Assistant Director of Finance and Audit



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

John R. Cooper
Transportation Director

Bureau of Finance and Audit Agreement Approval Form

The proposal from Volkert, Inc. & the City of Foley for the Foley Municipal Airport, described as Site Development for Terminal Building (Supplemental Agreement No. 8) in Baldwin County has been analyzed by the External Audit Section of the Bureau of Finance and Audit. The results of the analysis are reported in report #M24-ADR-10.

Approved by: 
John Whiteside
Assistant Director of Finance & Audit

1-18-24
Date



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311




Kay Ivey
Governor


John R. Cooper
Transportation Director

January 3, 2024

To: Frank Farmer
Aeronautics Bureau Chief

Attn: Taylor Janney

From: Dedrick McDade
External Auditor: 

Approved: Rosie Fagg
External Audit Manager: 

Re: Volkert, Inc. & the City of Foley—
Foley Municipal Airport
Project: Site Development for Terminal Building
(Supplemental Agreement No.8)
Report No. M24-ADR-10

As per your request, we have analyzed the above referenced fee proposal for accuracy and acceptable indirect cost, FCCM and labor rates.

The direct labor rates were compared to the consultant's labor certification. The labor rates were found to be incorrect. The labor rates that should be used in this agreement are listed below.

Classification	Rate
Project Manager	\$ 75.91
Staff 2 Professional	\$ 65.39
Staff 1 Professional	\$ 43.52
Administrative Assistant	\$ 33.82
Construction Project Manager	\$ 44.00
Resident Inspector 2	\$ 30.45
Resident Inspector 1	\$ 25.00

The indirect cost rate of 149.21% and the FCCM rate of .491% were compared to the approved rates and found to be correct. These rates are for the year ended December 31, 2022.

The operating margins were analyzed and found to be correct.

The direct expenses were analyzed and found to be correct except for the following. The mileage rate of \$0.655 is incorrect. The correct mileage rate is \$0.67 per mile.

The sub-consultants' costs were traced to the sub-consultants' quotes. The proposed amounts agreed with the amounts listed in the quotes.

A copy of the worksheet showing the above calculations is attached for your review.

Based on the above analysis, approval of the agreement is recommended.

cc: Jeff Hornsby, Director of Finance and Audit
file

SUPPLEMENTAL AGREEMENT NO. 08

**TO CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF FOLEY
AND VOLKERT, INC.**

THIS SUPPLEMENTAL AGREEMENT, made and entered into this the _____ day of _____, 2024, by and between the City of Foley, 407 East Laurel Avenue, Foley, AL 36535 (hereinafter called the OWNER), and Volkert, Inc., 1110 Montlimar Drive, Mobile, AL 36609 (hereinafter called the CONSULTANT);

WITNESSETH, THAT:

WHEREAS, the Owner and the Consultant entered into an Agreement on the 4th day of **February, 2020** (Original Contract) whereby the Consultant is to provide all necessary professional services associated with improvements to the Foley Municipal Airport, Foley, Alabama all as more specifically set forth in said Agreement, and

WHEREAS, the Owner now desires to proceed with professional services to accomplish the following Airport improvement project:

SITE DEVELOPMENT FOR TERMINAL BUILDING

WHEREAS, the Consultant is agreeable to completing the required work for fees that are acceptable to the Owner and in accordance with the latest requirements of the FAA and State of Alabama for State funding of projects, and

NOW THEREFORE, it is hereby agreed between the parties hereto that the Original Contract be supplemented as follows:

SECTION I. BASIC SERVICES

Basic Services will include a Preliminary Design Phase, Design Phase, and Construction Administration.

The Engineer shall furnish and perform basic services as appropriate, as described in the General Provisions in the Original Contract and made a part of hereof for the project described on Attachment A.

This project will provide for the engineering services required to develop the site for the proposed Terminal Building at the Foley Municipal Airport.

SECTION II. SPECIAL SERVICES

Special Services will include a Survey, Construction Engineering and Inspection Services, Construction Materials Testing Services, Soil Investigation, and DBE Planning.

Topographic Survey:

Provide topographic survey services by subconsultant at the rates established in Attachment "A", and hourly rates for the Engineer's services as specified below in Section III, Method of Payment.

Construction Engineering and Inspection (CE&I):

Provide observation of construction by a Resident Project Representative (RPR) as outlined in the General Provisions.

Provide the Owner with assistance during construction phases as requested at the rates established in Attachment "A" and hourly rates for services as specified below in Section III, Method of Payment. CE&I services are limited to construction activities performed 5-feet beyond the footprint of the proposed building. This contract **DOES NOT** include inspection services for the Building, Foundation, or Interior utilities.

Construction Material Testing (CMT)

Provide CMT services by subconsultant at the rates established in Attachment "A", and hourly rates for the Engineer's services as specified below in Section III, Method of Payment.

Soil Investigation

Provide Soil Investigation of existing conditions by subconsultant at the rates established in Attachment "A", and hourly rates for the Engineer's services as specified below in Section III, Method of Payment.

DBE Planning

Provide DBE Plan, based on construction project estimates, by subconsultant at the rates established in Attachment "A", and hourly rates for the Engineer's services as specified below in Section III, Method of Payment.

SECTION III. METHOD OF PAYMENT

The Consultant agrees to provide all services included in Section I, **Basic Services**, of this Supplemental Agreement at the lump sum amount of **Sixty-Three Thousand One Hundred Forty-Five Dollars and No Cents (\$63,145.00)** as summarized in Attachment "A".

For all work associated with **Special Services** included in Section II, the Engineer will be compensated a fee consisting of direct salary as defined herein, plus Current ALDOT audited rate for overhead, plus profit at ten percent (10%), plus out-of-pocket expenses, at the not to exceed amount of **Ninety-Two Thousand Eighty-Five Dollars and Seven Cents (\$92,085.07)** as summarized in Attachment "A".

The **Total Engineering Cost** for Basic Services and Special Services summarized in Attachment "A" is **One Hundred Fifty-Five Thousand Two Hundred Thirty Dollars and Seven Cents (\$155,230.07)**.

In addition to compensation computed above, reimbursement of actual cost shall be made for travel, subsistence, telephone, printing costs and other general out-of-pocket expenses required specifically for the contract.

The Owner will pay the Engineer for special services performed by subconsultants at the actual invoice amount. Consultant's time for assisting and coordinating the subconsultants' services will be billed as special services.

All work encompassed herein shall be accomplished in accordance with the requirements of the aforesaid Original Contract, and all requirements of said Agreement except as specifically modified by this Supplemental Agreement, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement on the day and year first above written.


CITY OF FOLEY

Attest: _____
Name: _____
Title: _____

Name: Ralph G. Hellmich
Title: Mayor
Federal Employer ID
(Corporation): 63-6001263
Social Security #
(Individual): _____

VOLKERT, INC.

Attest: 
Name: Jordan Stringfellow, P.E.
Title: Assistant Vice President


Name: Harold Z. Eubanks, P.E.
Title: South Alabama Regional Vice President



ATTACHMENT A – ENGINEERING FEE PROPOSAL

Volkert Project Number: 1059408

Project Description: Site Development for Terminal Building

Client: City of Foley

Location: Foley Municipal Airport, Foley, Alabama

Date: May 24, 2024



PROJECT DESCRIPTION: Site Development for Terminal Building

INDEX

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6 - 10
Special Service Man-Hour & Cost Estimate	11 - 15

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B
--------------------------------	--------------

PROJECT DESCRIPTION: Site Development for Terminal Building

PROJECT INTRODUCTION & SCOPE

The proposed project will provide for the engineering services required to prepare a site for a proposed general aviation terminal building for the City of Foley at the Foley Municipal Airport in Foley, Alabama. Preparation of the site will include evaluation of existing conditions, site grading and drainage, and infrastructure improvements to support the operational needs of the proposed terminal building. Infrastructure improvements will include a new vehicle parking lot, with access from the existing airport access road and supporting utilities.

The engineering services will include production of plans and technical specifications to be used for bid procurement and construction. The project will also include construction administration services as part of this project.

Volkert will utilize the expertise of Sub-consultant, Taffy Pippen Consulting, LLC, for development of the required minority participation goal for the project. Services to be performed by Taffy Pippen Consulting, LLC are summarized below and fully described in Attachment B.

Volkert will also utilize the expertise of Sub-consultant, Goodwyn, Mills & Cawood, LLC, (GMC) for topographical survey, geotechnical, construction, and material testing services for the project. Services to be performed by Goodwyn, Mills & Cawood, LLC, (GMC) are summarized below and fully described in Attachment B.

BASIC SERVICES (Lump Sum)

Basic Services will include a Preliminary Design Phase, Design Phase, and Construction Administration. An itemized list of services is anticipated:

- Preliminary Design Phase:
 - Conduct Pre-Design Meeting
 - Project Coordination of Sub-consultants
- Design Phase
 - Design & Analysis
 - Plan Development
 - Specifications
 - Permitting and Coordination
 - Quality Assurance / Quality Control
 - Package Submittals and Review Meetings
- Construction Administration
 - Prepare Contracts and Issue for Construction Plans
 - Pre-Construction Meeting
 - Weekly Status Meetings
 - Shop Drawing / Submittal Reviews
 - Final Inspection

PROJECT DESCRIPTION: Site Development for Terminal Building

- Record Drawings

SPECIAL SERVICES (Cost Plus with Not to Exceed)

Special Services will include a Survey, Construction Engineering and Inspection Services, Construction Material Testing, Soil Investigation, and DBE Planning. An itemized list of services is anticipated:

- Topographic Survey (provided by Volkert):
 - Survey Request and Mapping
 - Site Access Coordination
 - Review of field data & 3D Surface Generation
- Topographic Survey (provided by GMC):
 - Refer to attached proposal from GMC
- Construction Engineering & Inspection Services
 - Conduct Pre-Construction Conference
 - Daily Periodic Site Visits
 - Prepare Contractor Pay Estimates
 - Final Inspection & Punch List
 - Prepare Record Drawing
 - Prepare Project Closeout Documentation
- Construction Material Testing (provided by GMC)
 - Refer to attached proposal from GMC
- Soil Investigation Services (provided by GMC)
 - Refer to attached proposal from GMC
- DBE Planning (provided by Taffy Pippen Consulting, LLC)
 - Refer to attached proposal from Taffy Pippen Consulting, LLC

PROJECT DESCRIPTION: Site Development for Terminal Building

SUMMARY OF ENGINEERING FEE PROPOSAL		
BASIC / PROFESSIONAL SERVICES		
TASK NO.	SERVICE DESCRIPTION	TOTAL COST
1	TOTAL PRELIMINARY DESIGN PHASE - VOLKERT COST	\$2,728.06
2	TOTAL DESIGN PHASE - VOLKERT COST	\$44,346.75
3	TOTAL CONST. ADMIN PHASE - VOLKERT COST	\$16,070.19
TOTAL BASIC SERVICE COST		\$63,145.00
SPECIAL SERVICES		
TASK NO.	SERVICE DESCRIPTION	TOTAL COST
4	TOTAL SURVEY PHASE COST	\$6,761.18
5	TOTAL CE&I SERVICES - VOLKERT COST	\$40,857.38
6	TOTAL CMT SERVICES COST	\$21,000.00
7	TOTAL SOIL INVESTIGATION SERVICES COST	\$4,725.00
8	TOTAL DBE PLAN SERVICES COST	\$7,350.00
9	TOTAL FAA DOCUMENTATION	\$11,391.51
TOTAL SPECIAL SERVICE COST		\$92,085.07
TOTAL ENGINEERING COST		\$155,230.07

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR PRELIMINARY DESIGN ESTIMATE - VOLKERT				
1	PRELIMINARY DESIGN PHASE	Project Manager	Staff 2 Prof	Tech	Admin
1.1	Pre-Design & Owner Coordination Meeting	2			1
1.2	Site Review	2	2		
1.3	Coordination with Sub-Consultants	4	2		
TOTAL PRELIMINARY DESIGN PHASE MAN-HOURS		8	4	0	1

Task No.	PROPOSED PRELIMINARY DESIGN FEE - VOLKERT				
1	PRELIMINARY DESIGN PHASE	Man-hour	Rate	Cost	
Labor Costs					
	Project Manager	8	\$75.91	\$607.28	
	Staff 2 Professional	4	\$65.39	\$261.56	
	Technician	0	\$40.48	\$0.00	
	Administrative Assistant	1	\$33.82	\$33.82	
TOTAL DIRECT LABOR				\$902.66	
	Combined Overhead		149.21%	\$1,346.86	
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$2,249.52	
	Operating Margin		15.0%	\$337.43	
	FCCM (Direct Labor Only)		0.491%	\$4.43	
TOTAL LABOR COSTS				\$2,591.38	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (51 Miles 1-way)	Trips	Miles	Rate	Cost
		2	102	\$0.670	\$136.68
TOTAL OUT OF POCKET				\$136.68	
TOTAL PRELIMINARY DESIGN PHASE - VOLKERT COST				\$2,728.06	

LS

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR DESIGN ESTIMATE - VOLKERT				
2	DESIGN PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
2.A	Design & Analysis				
2.A1	Develop Landside Infrastructure (access, parking, etc)		8	16	
2.A2	Develop Drainage and Site Grading		8	16	
2.A3	Develop Pond Design		8	16	
2.A4	Underground Utility Service Design (water, sewer, electrical, comm)		8	16	
2.B	Plan Development				
2.B1	Title Sheet		0.5	1	
2.B2	Safety Notes & Const. Sequence		0.5	1	
2.B3	Construction Safety Phasing Plan		1.5	3	
2.B4	Geometric Layout		1	2	
2.B5	Typical Pavement Sections (Access & Parking Areas)		2	4	
2.B6	Summary of Quantities	1	4	4	
2.B7	Project Notes		1	2	
2.B8	Project Details		4	8	
2.B9	Project Site Layout		2	4	
2.B10	Drainage Plan & Profiles		4	8	
2.B11	Drainage Details		3	6	
2.B12	Grading Plan		1	2	
2.B13	Pavement Marking Plan		1	2	
2.B14	Fencing Plan		1	2	
2.B15	Fencing Details		1	2	
2.B16	Electrical Plan (Parking lot)		3	6	
2.B17	Electrical Details		3	6	
2.B18	Utility Plans & Details		8	16	
2.B19	Erosion Control Plan		1	2	
2.B20	Erosion Control Details		1	2	
2.C	Specifications				
2.C1	General Requirements		2	4	
2.C2	Technical Requirements		4	8	
2.D	Permitting and Coordination				
2.D1	City of Foley Land Disturbance Permit		4		

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR DESIGN ESTIMATE - VOLKERT				
2	DESIGN PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
2.D2	City of Foley Building Permit		4		
2.D3	Coordination with City of Foley Fire Department		4		
2.D4	Coordination with FAA for Review		1		
2.D5	Submit FAA 7460 - Building		1		
2.D6	Submit FAA 7460 - CSPP		2		
2.F	QA/QC				
2.F1	QA/QC Contract Documents	2	1	2	
2.F2	Peer and Constructability Reviews	4	4		
2.F3	Engineer's Report		3	6	
2.G	Submittals and Review Meetings				
2.G1	50% Packaging & Submission			0.5	2
2.G2	50% Review Meeting with Sponsor		4		
2.G3	90% Packaging & Submission			0.5	2
2.G4	90% Review Meeting with Sponsor		4		
TOTAL DESIGN MAN-HOURS		7	113.5	168	4

Task No.	PROPOSED DESIGN FEE - VOLKERT				
2	DESIGN PHASE	Man-hour	Rate	COST	
Labor Costs					
	Project Manager	7	\$75.91	\$531.37	
	Staff 2 Professional	113.5	\$65.39	\$7,421.77	
	Staff 1 Professional	168	\$43.52	\$7,311.36	
	Administrative Assistant	4	\$33.82	\$135.28	
TOTAL DIRECT LABOR				\$15,399.78	
Combined Overhead			149.21%	\$22,978.01	
TOTAL LABOR + OVERHEAD				\$38,377.79	
Operating Margin			15%	\$5,756.67	
FCCM (Direct Labor Only)			0.491%	\$75.61	
SUBTOTAL LABOR COSTS				\$44,210.07	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Foley Airport) (51 Miles 1-way)	Trips	Miles	Rate	Cost
		2	102	\$0.670	\$136.68
TOTAL OUT OF POCKET				\$136.68	
TOTAL DESIGN PHASE - VOLKERT COST				\$44,346.75	

LS

LS

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE - VOLKERT				
3	Construction Administration (365 Calendar Days)	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
3.1	Prepare Contract Documents & Issue for Construction Plans		1	2	2
3.2	Assist with Pre-Construction Meeting		4		
3.3	Attend Status Meetings		45		
3.4	Review Shop Drawings / Submittals		8		
3.5	Review Reports / Pay Estimates		6		12
3.6	Attend Final Inspection	4	4		
3.7	Prepare & Issue Record Drawings		1	4	
TOTAL CONST. ADMIN. MAN-HOURS		4	69	6	14

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION PHASE FEE - VOLKERT			
3	CONSTR. ADMIN PHASE - VOLKERT	Man-hour	Rate	COST
Labor Costs				
	Project Manager	4	\$75.91	\$303.64
	Staff 2 Professional	69	\$65.39	\$4,511.91
	Staff 1 Professional	6	\$43.52	\$261.12
	Administrative Assistant	14	\$33.82	\$473.48
TOTAL DIRECT LABOR				\$5,550.15
	Combined Overhead		149.21%	\$8,281.38
TOTAL LABOR + OVERHEAD				\$13,831.53
	Operating Margin		15%	\$2,074.73
	FCCM (Direct Labor Only)		0.491%	\$27.25
SUBTOTAL LABOR COSTS				\$15,933.51
Out of Pocket Costs				
	Travel Expenses (Mobile office to Foley Airport) (51 Miles 1-way)	Trips	Miles	Rate
		2	102	\$0.670
				Cost
				\$136.68
TOTAL OUT OF POCKET				\$136.68
TOTAL CONST. ADMIN PHASE - VOLKERT COST				\$16,070.19

LS

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR SURVEY ESTIMATE - VOLKERT				
4	TOPOGRAPHIC SURVEY SERVICES	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
4.1	Survey Request & Mapping		2		
4.2	Site Access Coordination		1		
4.3	Review of Field Data and 3D Surface Generation		6		
TOTAL SURVEY MAN-HOURS		0	9	0	0

Task No.	PROPOSED SURVEY SERVICES - VOLKERT			
4	TOPO. SURVEY	Man-hour	Rate	COST
Labor Costs				
	Project Manager	0	\$75.91	\$0.00
	Staff 2 Professional	9	\$65.39	\$588.51
	Staff 1 Professional	0	\$43.52	\$0.00
	Administrative Assistant	0	\$33.82	\$0.00
TOTAL DIRECT LABOR				\$588.51
	Combined Overhead		149.21%	\$878.12
TOTAL LABOR + OVERHEAD				\$1,466.63
	Operating Margin		10%	\$146.66
	FCCM (Direct Labor Only)		0.491%	\$2.89
SUBTOTAL LABOR COSTS				\$1,616.18
Out of Pocket Costs				
	Travel Expenses (Mobile office to Foley Airport) (38 Miles 1-way)	Trips	Miles	Rate
		0	102	\$0.670
TOTAL OUT OF POCKET				\$0.00
TOTAL SURVEY SERVICES - VOLKERT COST				\$1,616.18

LS

Task No.	SUB-CONSULTANT (GOODWIN, MILLS, & CAWOOD) SURVEY SERVICES	
4	SURVEY- GOODWYN, MILLS & CAWOOD	COST
4.1	Topographic Survey	\$4,900.00
SUBTOTAL SUBCONSULTANT COST		\$4,900.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$245.00
TOTAL SUBCONSULTANT SURVEY COST		\$5,145.00

LS

TOTAL SURVEY PHASE COST		\$6,761.18
--------------------------------	--	-------------------

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE - VOLKERT				
5	CE&I Services (60 Calendar Days) (Site Development Only)	Const. Proj. Mgr.	RPR 2	RPR 1	Admin.
5.1	Conduct Pre-Construction Meeting	4	4		4
5.2	Review Certified Payroll				12
5.3	Daily Periodic Site Visits	24	70	200	
5.4	Prepare Contractor's Pay Estimates	6	12		24
5.5	Conduct Final Inspection / Punch List	4	4	8	
5.6	Prepare Record Drawings	1	2	4	
5.7	Prepare Project Closeout Documentation	1	2	4	4
5.8	Prepare Weekly Status Report		52		
5.9	Attend Bi-Weekly Status Meeting		26		
TOTAL CE&I MAN-HOURS		40	172	216	44

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION FEE - VOLKERT			
5	CE&I Services	Man-hour	Rate	COST
Labor Costs				
	Construction Project Manager	40	\$44.00	\$1,760.00
	Resident Inspector 2	172	\$30.45	\$5,237.40
	Resident Inspector 1	216	\$25.00	\$5,400.00
	Administrative Assistant	44	\$33.82	\$1,488.08
TOTAL DIRECT LABOR				\$13,885.48
	Combined Overhead		149.21%	\$20,718.52
TOTAL LABOR + OVERHEAD				\$34,604.00
	Operating Margin		10%	\$3,460.40
	FCCM (Direct Labor Only)		0.491%	\$68.18
SUBTOTAL LABOR COSTS				\$38,132.58
City of Foley Land Disturbance Permit				
	Travel Expenses (Daphne office to Foley Airport) (26 Miles 1-way)	Trips	Miles	Rate
		80	52	\$0.655
TOTAL OUT OF POCKET				\$2,724.80
TOTAL CE&I SERVICES - VOLKERT COST				\$40,857.38

LS

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	SUB-CONSULTANT (GOODWIN, MILLS, & CAWOOD) CONSTRUTION MATERIAL TESTING SERVICES	
6	CMT- GOODWYN, MILLS & CAWOOD	COST
6.1	Construction Materail Testing (CMT)	\$20,000.00
SUBTOTAL SUBCONSULTANT COST		\$20,000.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$1,000.00
TOTAL SUBCONSULTANT CMT COST		\$21,000.00
TOTAL CMT SERVICES COST		\$21,000.00

NTE

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	SUB-CONSULTANT (GOODWIN, MILLS, & CAWOOD) SOIL INVESTIGATION SERVICES	
7	CMT- GOODWYN, MILLS & CAWOOD	COST
7.1	Soil Investigation	\$4,500.00
SUBTOTAL SUBCONSULTANT COST		\$4,500.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$225.00
TOTAL SUBCONSULTANT SOIL INVESTIGATION COST		\$4,725.00

NTE

TOTAL SOIL INVESTIGATION SERVICES COST		\$4,725.00
--	--	------------

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	SUB-CONSULTANT (TAFFY PIPPEN CONSULTING, LLC) DBE PLANNING	
8	DBE PLANNING - TAFFY PIPPEN	COST
8.1	DBE Planning	\$7,000.00
SUBTOTAL SUBCONSULTANT COST		\$7,000.00
Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)		\$350.00
TOTAL SUBCONSULTANT DBE PLAN COST		\$7,350.00

NTE

TOTAL DBE PLAN SERVICES COST	\$7,350.00
------------------------------	------------

PROJECT DESCRIPTION: Site Development for Terminal Building

Task No.	MAN-HOUR FAA DOCUMENTATION ESTIMATE TERMINAL SITE DEVELOPMENT				
9	FAA DOCUMENTATION	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
9.A	FY2024 Grant Application				
9.A1	Prepare & Submit Grant Application Packet	2	2	2	4
9.A2	Review Meeting with Sponsor		4		
9.A3	Attend Board Meeting		4		
9.B	FY2024 Grant Management				
9.B1	Prepare & Submit Grant Quarterly Reports		6		6
9.B2	Prepare & Submit Monthly F-25 Invoice via ARGOS System		6		18
9.B3	Manage Statement of Distribution		4		18
9.B4	Grant Closeout Documents		4		12
TOTAL FAA DOC MAN-HOURS		2	30	2	58

Task No.	PROPOSED FAA DOCUMENTATION FEE TERMINAL SITE DEVELOPMENT			
9	FAA Documentation	Man-hour	Rate	COST
Labor Costs				
	Project Manager	2	\$44.00	\$88.00
	Staff 2 Professional	30	\$65.39	\$1,961.70
	Staff 1 Professional	2	\$43.52	\$87.04
	Administrative Assistant	58	\$33.82	\$1,961.56
TOTAL DIRECT LABOR				\$4,098.30
	Combined Overhead		149.21%	\$6,115.07
TOTAL LABOR + OVERHEAD				\$10,213.37
	Operating Margin		10%	\$1,021.34
	FCCM (Direct Labor Only)		0.491%	\$20.12
SUBTOTAL LABOR COSTS				\$11,254.83
Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (51 Miles One-Way)	Trips	Miles	Rate Cost
		2	102	\$0.670 \$136.68
TOTAL OUT OF POCKET				\$136.68
TOTAL FAA DOCUMENTATION				\$11,391.51

NTE



ATTACHMENT B – SUB-CONSULTANT PROPOSALS

Volkert Project Number: 1059408

Project Description: Site Development for Terminal Building

Client: City of Foley

Location: Foley Municipal Airport, Foley, Alabama

Date: May 24, 2024



ATTACHMENT A

SCOPE OF SERVICES

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

Topographic Survey

Prepare a survey and drawing of the Project site in accordance with the current Standards of Practice for Surveying in the State of Alabama to include the following items necessary for civil site design:

1. 1' contours and spot elevations (25' outside of Project site extents)
2. Roadway access for ingress/egress to Project site
3. Storm water drainage upstream/downstream structures and invert elevations
4. Utilities serving the Project site (information provided/marked by utility providers via the Alabama 811 utility locate system)
5. Sanitary Sewer upstream/downstream manhole locations and invert elevations
6. Location of visible site improvements
7. FEMA Flood Zone(s) information
8. Vertical and horizontal control points for construction

Client Responsibilities

1. Facilitate access and entry coordination to the Project site.
2. GMC request that all correspondence pertaining to the survey be provided in writing from one authorized representative.

Deliverables

The survey plat and all other Project documents requested and/or required will be provided as a digital copy (e.g., portable document format – pdf). Physical prints will be made available upon request and invoiced upon the billing terms listed in the contract.

Proposed Fee = \$4,900.00

Initials_____

GMC



September 4, 2023

Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

Harold Z. Eubanks, P.E.

Volkert, Inc.

1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

**Proposal for Geotechnical and Construction Materials Testing
Foley Airport Terminal Building
Foley, Alabama
GMC Proposal No. GP-23-229GC**

Dear Mr. Eubanks,

Goodwyn Mills Cawood, LLC (Geotechnical & Construction Services Division) is pleased to provide this proposal to perform a geotechnical exploration and construction materials testing services for the above referenced project. This proposal discusses the proposed geotechnical and construction materials testing scope of services to be provided by Goodwyn Mills Cawood (GMC) and presents the applicable fees.

1.0 GEOTECHNICAL SCOPE OF SERVICES

Project Information

We understand that a new airport terminal building approximately 2,500 SF with associated parking is proposed at Foley Airport in Foley, Alabama. We have not been provided with a site plan or proposed layout at this time. The building construction is assumed to be SOG with shallow spread footings, metal stud walls, light gauge metal trusses and a shingle roof. We have not been provided structural loading or site grading information at the time of this proposal; however, we anticipate column and wall loads on the order of 50 kips or less and 3 kips per linear foot and minimal site grading.

Field Exploration

We propose to perform three (3) geotechnical soil borings at boring locations to be determined once the site plan is developed. The borings will be drilled to a depth of 20 feet below existing grade. Standard Penetration tests (SPTs) will be performed in the borings at standard intervals as they are advanced. Groundwater levels, if encountered in the borings, will be recorded during and immediately after the drilling operations.

The borings will be performed with a truck mounted drill rig.



Laboratory Testing

A geotechnical professional will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, and natural moisture contents.

Reporting

All work will be performed under the direction of an Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory work are complete, we will provide you with a written report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs and a Boring Location Plan.
- General recommendations for site preparation, including anticipated undercut depths, excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions (if encountered).
- General recommendations for subgrade preparation and design and construction recommendations for slab on grade.
- Recommended foundation types for the subsurface conditions encountered including foundation bearing capacity, potential settlement information, and general foundation installation recommendations.
- Recommended pavement section for light duty parking lot.

Information/Services to be Provided by Client

It is assumed that the following information and services will be provided by the Client or its representatives:

- Indicate a point of contact who can relay safety procedures, grant site access/escort, and indicate location of existing subsurface utilities/structures.
- Identify, and mark subsurface utilities/structures that are not located by the Alabama One-Call System, or other local agencies that could be damaged during the field exploration program.
- Obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal.

Geotechnical Site Exploration Compensation

Based on the above scope of services, we will perform the services for a **fee of \$4,500**. The cost is based on the site being drilled with a truck-mounted drill rig with one mobilization. GMC will not exceed the cost without your prior approval.



Schedule

We can begin our fieldwork in about 2 to 3 weeks after receiving authorization. We anticipate our services will be completed in 4 weeks from authorization. Preliminary recommendations can be provided within a day or two after drilling has been completed.

2.0 CONSTRUCTION MATERIALS TESTING SCOPE OF SERVICES

Based on our experience with other similar projects, some of the following reporting, testing and inspection services may be required on this project:

Earthwork / Soils

- Conduct laboratory Proctor tests on proposed engineered fill soils.
- Continuous observation of fill placement activities for conformance with the project geotechnical report.
- Perform in-place density testing of fill materials to verify the percent compaction/in-place dry density is in compliance with the project geotechnical report.

Shallow Foundations

- Observations and testing by Dynamic Cone Penetrometer of soils at footing bearing level to verify that the soils encountered are satisfactory for the allowable design pressure recommended.
- Observations and documentation of reinforcing steel.

Concrete

- Review concrete batch tickets to observe compliance with the approved mix design(s).
- Observe reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
- Check anchor bolts installed in prior to and during concrete placement. GMC does not verify the correction location "layout" of anchor bolts or other embedded items.
- Concrete curing will only be verified for compressive strength samples made by GMC.
- If extreme weather conditions are apparent, document that hot or cold weather concrete protective measures for general conformance to ACI 305 and 306 are followed.
- Observe concrete placement to verify proper application procedures.
- Sample and test plastic concrete to include mix temperature, slump tests, air content, and unit weight (when applicable) when cylinders are made.
- Make and cure concrete cylinder test specimens (4" x 8") for compressive strength testing per specifications (1 at 7 days, 3 at 28-days, and one reserve).
- After initial curing, return test specimens to our laboratory for final moist curing, compressive strength testing and report of concrete cylinder test specimens.

* Note – It is not the responsibility of GMC to verify formwork for specific location, size, or shape or verify finish grade elevations.



Structural Steel

- Observe steel framing and bracing to observe conformance with the project structural drawings.
- Observe metal decking materials for type and gauge compliance with project specifications.
- Provide documentation of field observations and notify the appropriate personnel of deficiencies.

Pavement Subgrade and Aggregate Base Course Testing

- Proofroll the proposed parking and drive areas to verify that unstable soils have been identified and removed or repaired in-place prior to the placement of base material.
- Perform laboratory compaction tests of base materials to determine their moisture content versus dry density relationship and grain size analysis.
- Observe and perform field density testing of base materials as required by the project specifications.
- Sample and test plastic concrete to include mix temperature, slump tests, air content, and unit weight (when applicable) when cylinders are made, if required.
- Make and cure concrete cylinder test specimens (4"x8") for compressive strength testing per specifications (1 at 7 days, 3 at 28-days, and one reserve), if required.

Understanding Construction Materials Testing

Construction Materials Testing (CMT) and Special Inspection (SI) services are performed to help provide the project's contractors, designers, owners and local code officials some indication of the level of compliance obtained by the installing contractors with the project specifications. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils, concrete and fireproofing, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observation services provided by GMC do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. GMC makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.



Communication / Schedule

Daily reports of all inspection and test results will be submitted to the designated parties specified by you and the project specifications. Type-written reports will be submitted to you stating whether the work requiring testing/inspection was, to the best of the technician/inspector's knowledge, in conformance with the approved plans and specifications.

We anticipate our services will be needed on a full-time and part-time basis unless the Contractor's schedule and level of testing and inspection dictates otherwise. The appropriate contractor or owner representative should contact our office to provide the appropriate level of staffing to meet the project requirements. All scheduling requests must be made 24-hours in advance so that the proper personnel may be scheduled for the required inspection task.

Construction Materials Cost Estimate

We will invoice monthly on a unit rate basis for the portion of work completed per the unit fees shown on the attached Schedule of Fees. Because no detailed construction plans or schedule is available at this time, **we recommend that a testing allowance of \$20,000 be allocated for this scope of work.** If the testing schedule requires more trips and tests to be performed, we will invoice on a unit rate basis based on the attached Schedule of Fees.

Please note that our services and cost are highly dependent upon the contractors' schedule and weather. GMC requests that we be given an opportunity to modify our estimate if we feel the above cost will be exceeded due to factors beyond our control such as weather or the contractor's schedule.

* * * *

We appreciate the opportunity to propose these services to you on this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call us.

Sincerely,

Goodwyn Mills Cawood, LLC

A handwritten signature in blue ink that reads 'Kevin W. Wales'.

Kevin W. Wales, PE
Executive Vice President
Geotechnical & Construction Services



AUTHORIZATION

**Proposal for Geotechnical and Construction Materials Testing
Foley Airport Terminal Building
Foley, Alabama
GMC Proposal No. GP-23-229GC**

If this proposal is acceptable, please sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal.

Agreed To This _____ Day of _____, 20_____

Name:_____

Title:_____

Firm:_____

Address:_____

Phone:_____ Email:_____



**2023 SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

Standard Proctor, ASTM D698/AASHTO T99, per test	\$ 135.00
Modified Proctor, ASTM D1557/AASHTO T180, per test	\$ 160.00
Atterberg Limits Testing, ASTM D4318, per test	\$ 95.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test	\$ 95.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test	\$ 80.00
Moisture Content, ASTM D2216, per test	\$ 12.00
Permeability Test, ASTM D5084, per test	\$ 475.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test	\$ 425.00
Sample Preparation or Remolding, per sample	\$ 80.00
Compressive Strength Testing of Concrete Cylinder, each	\$ 16.00
Compressive Strength Testing of Masonry Grout Prism, each	\$ 25.00
Compressive Strength Testing of 2 x 2 Cubes, each	\$ 20.00

Personnel

Staff Professional, EI - per hour	\$ 135.00
Project Manager, per hour	\$ 160.00
Senior Project Manager, per hour	\$ 185.00
Project Engineer or Geologist, P.E./P.G., per hour	\$ 200.00
Senior Engineer, P.E., per hour	\$ 225.00
Special Inspector, per hour	\$ 130.00
Laboratory Technician, per hour	\$ 80.00
Senior Engineering Technician, per hour*	\$ 80.00
Engineering Technician, per hour*	\$ 65.00
Structural Steel Inspector, CWI, per hour*	\$ 130.00
Word Processing, per hour*	\$ 75.00

Other

Minimum daily trip charge, per day	\$ 75.00
Floor Profiler, per day	\$ 400.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$ 125.00
Subcontractor mark-up, job related	Cost+20%

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday Hourly rate x 1.5

Technician Overtime Premium (for work on Holidays and Sunday) Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2023, unless otherwise agreed upon.



**GOODWYN MILLS CAWOOD, LLC
GEOTECHNICAL & CONSTRUCTION SERVICES
GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.
9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay GMC's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of



disputes or controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. **LIMITATION OF LIABILITY:** GMC's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. In performing its professional services, GMC will use that degree of care and skill ordinarily exercised under similar principles and practices by members of its profession. Statements made in GMC reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Should GMC or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GMC's work agree that the maximum aggregate amount of the liability of GMC, its officers, employees, and agents shall be limited to \$25,000.00 or the total amount of the fee paid to GMC for its work performed with respect to the project, whichever amount is greater. No action or claim, whether in tort, contract, or otherwise, may be brought against GMC, arising from or related to GMC's work, more than two years after the cessation of GMC's work hereunder.
11. **INDEMNITY:** Subject to the foregoing limitations, GMC agrees to indemnify and hold Client harmless from and against costs and expenses including reasonable attorney's fees to the extent caused by GMC's negligence. Client shall provide the same indemnification as contained in this paragraph to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GMC, the party initiating such action shall pay to GMC the costs and expenses incurred by GMC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GMC shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GMC for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GMC's files in order and/or protect its professional reputation.
13. **WITNESS FEES:** GMC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GMC's legal expenses, administrative costs and fees pursuant to GMC's then current fee schedule for GMC to respond to any subpoena.
14. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **SAFETY:** Should GMC provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
16. **SITE EVENTS:** If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GMC will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



September 6, 2023

Jordan Stringfellow, P.E.
Project Engineer
Volkert, Inc.
1110 Montlimar Dr., Suite 1050
Mobile, AL 36609

RE: DBE PLAN UPDATE FY 2024-2026
FOLEY MUNICIPAL AIRPORT
FOLEY, ALABAMA
LETTER OF AGREEMENT

Dear Ms. Stringfellow:

It is my understanding, that Volkert Inc. desires to engage a consultant to develop a Disadvantaged Business Enterprise Plan Update in accordance with 49 CFR, Part 26, associated with Federal Aviation Administration projects for FY 2024-FY 2026 at the Foley Municipal Airport, Foley, Alabama. Taffy Pippin Consulting, LLC is pleased to offer the following proposal to accomplish the above cited services.

Taffy Pippin Consulting, LLC will provide Volkert Inc. with a Disadvantaged Business Enterprise Plan in accordance with the provisions of 49 CFR Part 26, "Participation by Disadvantaged Business Enterprise in DOT Programs". Our services will include the following:

1. Provide a proposed legal advertisement for public input into proposed DBE goals within ten working days of the issuance of a "Notice to Proceed";
2. Develop Interim goals for DBE participation in FAA projects with its associated methodology to the city for coordination with FAA within ten working days following the issuance of a "Notice to Proceed";
3. Within seven working days, following final input from the public pertaining to proposed DBE goals, establish final goals and methodology for submission to the FAA;
4. Develop a DBE Plan in accordance with 49 CFR, Part 26 suitable for final coordination by the City of Foley, Alabama, with the Southern Region of the FAA, Atlanta, Georgia;
5. Conduct stakeholder teleconference;
6. Provide two copies of the final plan update for coordination;
7. Compile and complete required Uniform reports;
8. Submit all documents into the FAA civil-rights-connect system.

DBE FIRM

3153 Lexington Road, Montgomery, AL 36106 / (334)546-4717/ FAX (334) 593-7644

Volkert Inc. will provide Taffy Pippin Consulting, LLC with data on which to base the proposed and final DBE goals and Uniform reports for this Project.

Taffy Pippin Consulting, LLC will be paid Three Thousand Five Hundred Dollars (\$3,500.00) for FY 2024 (goal required and uniform report), Three Thousand Five Hundred Dollars (\$3,500.00) for FY 2025 (goal required and uniform report) and no goal required for FY 2026 resulting in the lump sum amount of Seven Thousand Dollars (\$7,000.00). The above cited services will include all out-of-pocket expenses. The completed Disadvantaged Business Enterprise Plan will be provided for final coordination with the Southern Region of the FAA, no later than twenty-one (21) working days following the issuance of a "Notice to Proceed".

Total Fees this contract: \$7,000.00

If the above conditions and services are acceptable to you, would you please indicate your acceptance below. Your acceptance will also act as our "Notice to Proceed" on this important project.

Following your acceptance, if you would retain one copy of this document for your file and forward one copy to Taffy Pippin Consulting, LLC it would be greatly appreciated.

Thank you for the privilege of offering these services to Volkert Inc. in the development of this important project, and should you have any questions please don't hesitate to call.

Sincerely,

Taffy V. Pippin

Taffy Valdez Pippin
Consultant

Accepted
Volkert Inc.

TVP:dp

MANHOUR ESTIMATE
DBE PLAN UPDATE
AIP No. FY 2024 & FY 2025
DATE: April 6, 2023
PROJECT NAME: Foley Municipal Airport, Foley, Alabama

FY 2024

Category of Employee	Planner
Man-hours (MH)	25.5
Hourly Rate (HR)	\$47.00
Overhead Rate (OH)	121%
Profit Factor (PF)	15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL
	\$47 + (\$47 X 121%) = \$103.87
Total Direct Labor (TDL)	MH X DL = TDL
	25.5 X \$103.87 = \$2,648.69
Total Profit (TP)	TDL + PF = TP
	\$2,648.69 X 15% = \$397.30
Total cost (TC)	TDL + TP = TC
	\$2,648.69 + \$397.30 = \$3,045.99

FY 2025

Category of Employee	Planner
Man-hours (MH)	25.5
Hourly Rate (HR)	\$47.00
Overhead Rate (OH)	121%
Profit Factor (PF)	15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL
	\$47 + (\$47 X 121%) = \$103.87
Total Direct Labor (TDL)	MH X DL = TDL
	25.5 X \$103.87 = \$2,648.69
Total Profit (TP)	TDL + PF = TP
	\$2,648.69 X 15% = \$397.30
Total cost (TC)	TDL + TP = TC
	\$2,648.69 + \$397.30 = \$3,045.99

FY 2023 - Uniform Report

Category of Employee -	Planner		
Man-hours (MH)	4.3		
Hourly Rate (HR)			\$47.00
Overhead Rate (OH)	121%		
Profit Factor (PF)			15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL		
	\$47 + (\$47 X 121%) = \$103.87		
Total Direct Labor (TDL)	MH X DL = TDL		
	4.3 X \$103.87 = \$446.64		
Total Profit (TP)	TDL + PF = TP		
	\$446.64 X 15% = \$66.99		
Total cost (TC)	TDL + TP = TC		
	\$446.64 + 66.99 = \$513.63		

FY 2024 & FY 2025 - Uniform Report

Category of Employee -	Planner		
Man-hours (MH)	4.3		
Hourly Rate (HR)			\$47.00
Overhead Rate (OH)	121%		
Profit Factor (PF)			15%
Direct Labor Rate (DL)	HR + (HR X OH) = DL		
	\$47 + (\$47 X 121%) = \$103.87		
Total Direct Labor (TDL)	MH X DL = TDL		
	4.3 X \$103.87 = \$446.64		
Total Profit (TP)	TDL + PF = TP		
	\$446.64 X 15% = \$66.99		
Total cost (TC)	TDL + TP = TC		
	\$446.64 + 66.99 = \$513.63 PER YEAR		

DBE FIRM

3153 Lexington Road, Montgomery, AL 36106 / (334)546-4717/ FAX (334) 593-7644